



**Bid Documents**

**For**

**Sidewalk Improvements  
Turner Middle School – Miller Street & Turner Drive  
Douglas County, Georgia**

**Solicitation Number: 20-012**

**LET DATE: June 4, 2020**

***DOUGLAS COUNTY, GEORGIA BOARD OF COMMISSIONERS***

*Purchasing Department  
8700 Hospital Drive  
Douglasville, Georgia 30134*

## **SECTION I**

### **BID PROPOSAL**

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**DOUGLAS COUNTY BOARD OF COMMISSIONERS**  
**Purchasing Department**  
**Invitation to Bid**  
**SOLICITATION NO. 20-012**

**NOTICE TO CONTRACTORS**

Sealed Bids will be received by The Douglas County Board of Commissioners in the Douglas County Purchasing Department, 3<sup>rd</sup> Floor, Douglas County Courthouse, 8700 Hospital Drive, Douglasville, Georgia 30134, **until 10:00 a.m., ET Thursday, June 4, 2020**. Bids may be mailed or hand delivered. **Bids shall be opened and read publicly at 10:00 a.m., ET Thursday, June 4, 2020**. You are invited to attend or submit your bid prior to the deadline.

The work to be bid consists of furnishing all materials, labor, and equipment for:

**Sidewalk Improvements for Turner Middle School –  
Miller Street & Turner Drive,  
Douglas County, Georgia**

All questions regarding this bid shall be in writing either by mail, fax (770-920-7219), or email (dcpurchasing@co.douglas.ga.us). No questions shall be received after **5:00 p.m. ET, Thursday, May 21, 2020**. Responses will be provided by **5:00 p.m. ET, Thursday, May 28, 2020**. No other County staff or officials associated with this project should be contacted regarding this bid. **DOING SO, MAY RESULT IN BIDDER'S DISQUALIFICATION.**

All bids shall be accompanied by a Bid Bond in favor of the Board of Commissioners of Douglas County in the amount of at least five percent (5%) of the Bid for the complete work. The Bid Bond shall be forfeited to the Board of Commissioners of Douglas County, Georgia as liquidated damages if the Bidder fails to execute the Contract and provide Performance Bond, Payment Bond, and Liability Insurance Certificate within fifteen (15) calendar days after being notified that he/she has been awarded the contract.

Payment will be made in accordance with the Douglas County's Financial Policy (**original invoice from contractor is required before payment will be made**).

All bidders must be Pre-Qualified with Georgia Department of Transportation (GDOT) and all subcontractors must be registered with GDOT. Qualifications of the Bidder will be reviewed before the Award of the Contract. The County may award the contract to other than low Bidder. The Douglas County Board of Commissioners reserves the right to reject any and all Bids and to waive informalities.

There is a minimum **15% DBE** participation goal required on this contract. This goal is not to be considered as a fixed quota, set aside or preference. The DBE goal can be met by prime contracting, sub-contracting, joint-venture or mentor/ protégé relationship as may be allowed by Georgia Department of Transportation requirements.

**Notice to Proceed (NTP)** on this Project will be issued following receipt of the correct and fully executed Contract Documents and upon an approved Purchase Order in the full contract amount.

The Bid Form and Specifications may be downloaded at [www.celebratedouglascounty.com](http://www.celebratedouglascounty.com) under Purchasing Department. They are available for review at the Douglas County Purchasing Office (770.920.7579), 3<sup>rd</sup> Floor, Douglas County Courthouse, 8700 Hospital Drive, Douglasville, Georgia 30134 between the hours of 8:00 a.m. to 5:00 p.m. ET Monday through Friday.

**Plans may be purchased at Superior Reprographics, Inc.**, 591 Thornton Road, Lithia Springs, Georgia, 30122 (770-944-7293) or email: [print@superiorreprographics.com](mailto:print@superiorreprographics.com) for **\$122.78 per set**. Such payments are non-refundable. Please reference **Douglas County Solicitation: 20-012**. Purchasing arrangements for plans are strictly the responsibility of the bidder.

**Superior Reprographics, Inc.** is the **only** approved source for these plans. Bidders must allow **24 hours** printing time for each order. Bidders are cautioned not to obtain plans from any other source, than the one mentioned above, to ensure that the plans are complete and include the latest amendments/changes and addenda. **IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT THEIR BID DOCUMENTS ARE COMPLETE AND CORRECT PRIOR TO BID SUBMITTAL.**

**Completion Date for this Contract shall be:**

**ONE HUNDRED TWENTY (120) CALENDAR DAYS FROM NTP**

Place one (1) original and three (3) copies of your response in a sealed envelope and clearly label in the lower left corner **"Solicitation No. 20-012 Invitation to Bid - Sidewalk Improvements for Turner Middle School – Miller Street & Turner Drive, Douglas County, Georgia, 06/04/2020,** as well as the Bidder's name, addressed to the Douglas County Board of Commissioners, **ATTENTION:** Purchasing Director's Office, 8700 Hospital Drive, Douglasville, Georgia, 30134.

No Bid will be received or accepted after the above specified time and date of the Bid Opening. Bids submitted after the designated time and date will be deemed invalid and returned unopened to the Bidder.

**DOUGLAS COUNTY**  
**BID PROPOSAL INDEX**

**Project Name: Sidewalk Improvements  
Turner Middle School – Miller St. & Turner Dr.**

**LET DATE: June 4, 2020**

This contract is broken into three (3) sections as follows:

SECTION I	THE BIDDING DOCUMENTS NEEDED TO BID THIS PROJECT
SECTION II	THE CONTRACT DOCUMENTS NEEDED TO EXECUTE THE CONTRACT AS THE SELECTED BIDDER.
SECTION III	GENERAL CONDITIONS OF THE CONTRACT

## GENERAL REQUIREMENTS

1. The work on this Project shall be governed by the 2013 Edition of the Georgia Department of Transportation Standard Specifications for Construction of Transportation Systems, and the GDOT 2016 Supplemental Specifications for Construction of Transportation Systems, Special Provisions any supplementary specifications in this document.

The materials used in The Work shall meet all quality requirements of the Contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work, have been completed and evaluated.

Upon request by the Engineer, the Contractor shall furnish formal written invoices from the materials suppliers. The invoices shall show the quantities and the dates shipped.

2. **DEFINITIONS AND TERMS:** Delete the following paragraphs from Section 101 of the 2013 Edition of the Georgia Department of Transportation State of Georgia Standard Specifications Construction of Transportation System and replace with the following:

**DELETE:**

**REPLACE WITH:**

101.10 Board

**THE DOUGLAS COUNTY BOARD OF COMMISSIONERS**

101.13 Chief Engineer

**THE DIRECTOR OF THE DOUGLAS COUNTY DEPARTMENT OF TRANSPORTATION** or appointee acting as his duly authorized representative

101.14 Commissioner

**THE CHAIRMAN OF THE DOUGLAS COUNTY BOARD OF COMMISSIONERS**

101.22 Department

**THE DOUGLAS COUNTY DEPARTMENT OF TRANSPORTATION**

101.24 Engineer

Same as **101.13** - Chief Engineer (above)

101.62 State Highway  
Engineer

Same as **101.13** - Chief Engineer (above)

101.63 State

**THE DOUGLAS COUNTY BOARD OF COMMISSIONERS**

101.81 Treasurer

**THE DIRECTOR OF PURCHASING**

3. **CONTRACT COMPLETION DATE:** This Contract shall be completed on or before **120 (ONE HUNDRED TWENTY) CALENDAR DAYS FROM NOTICE TO PROCEED DATE.**

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

CERTIFICATIONS

**Failure to complete appropriate certification requirements identified below or submission of a false certification shall render the Bid non-responsive.**

**EXAMINATION OF PLANS AND SPECIFICATIONS**

I certify that I have carefully examined the Plans for this project and the Georgia Department of Transportation State of Georgia Standard Specifications Construction of Transportation System, 2013 Edition, and the 2016 GDOT Supplemental Specifications Modifying the 2013 Standard Specifications Construction of Transportation Systems and the Special Provisions and any supplementary specifications included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said specifications and plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials, in the manner specified.

I also hereby agree that Douglas County would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me there under and I should refuse to execute same and furnish Bonds and Liability Insurance as herein required, in consideration of which, I hereby agree that, in the event of such failure on my part to execute said Contract and furnish said Bonds and Liability Insurance within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby forfeited to Douglas County as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract Agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided or suffer liquidated damages in accordance with applicable specifications and regulations. I also propose to furnish a Performance & Payment Bonds and Liability Insurance, approved by the Douglas County Board of Commissioners, as required by the laws of the State of Georgia. These Bonds shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

**CONFLICT OF INTEREST**

By signing and submitting this Contract, I hereby certify that employees of the company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of Douglas County nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department.

Also, by signing and submitting this Contract, I hereby certify that I will notify Douglas County through its Engineer of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of Douglas County employees.

**DRUG-FREE WORKPLACE CERTIFICATION**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with \_\_\_\_\_,  
(Contractor's Name)  
\_\_\_\_\_ certifies to the Contractor that a drug-free  
(Subcontractor's Name)  
workplace will be provided to and for the Subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Subsection (b) of Code Section 59-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

**NON-COLLUSION, CERTIFICATION**

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

It is understood and agreed that this Proposal is one of several competitive bids made to Douglas County, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Proposal shall be an option, which is hereby given by the undersigned to Douglas County to accept or reject this Proposal at any time within the prescribed bid hold period unless the successful bidder agrees in writing to a longer period of time for the Award, and in consideration of the premises, it is expressly covenanted and agreed that this Proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

I hereby acknowledge receipt of the following checked Addendum of the Bid Proposal, Plans, Specifications, and/or other documents pertaining to the Contract.

**ADDENDA NOS.: 1\_\_2\_\_3\_\_4\_\_5\_\_. I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF AMENDMENTS IS CAUSE FOR REJECTION OF BIDS.**

Witness my hand and seal this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Contractor:**

The bidder(s) whose signature(s) appears on this document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.

\_\_\_\_\_  
(Print Company Name)

By: \_\_\_\_\_ (SEAL)  
Corporate President/Vice President  
or Individual Owner or Partner  
(Strike through all except the one which applies)  
\*\*\*\*\*

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Joint Bidder:**

\_\_\_\_\_  
(Notary Public) (SEAL)

\_\_\_\_\_  
(Print Company Name)

My commission expires the \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_.

(SEAL)

By \_\_\_\_\_  
Corporate President/Vice President  
or Individual Owner or Partner.  
(Strike through all except the one, which applies)

.....  
**FEDERAL ID NO./IRS NO.**

**Joint Bidder:**

\_\_\_\_\_  
Company Name (Print)

By: \_\_\_\_\_ (SEAL)  
Corporate President/Vice President  
or Individual Owner or Partner  
(Strike through all except the one which applies).

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS, THAT WE** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the Principal)  
and \_\_\_\_\_ (hereinafter called the Surety),  
a Corporation chartered and existing under the laws of the State of \_\_\_\_\_ with  
its principal offices in the City of \_\_\_\_\_ and authorized to do business in  
the State of Georgia, are held and firmly bound unto Douglas County, Georgia, in the full and just  
sum of : \_\_\_\_\_ DOLLARS, and \_\_\_\_\_ CENTS  
(\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid upon  
demand to Douglas County, Georgia, to which payment will and truly to be made, we bind ourselves, our  
heirs, executors, administrators and assigns jointly and severally and firmly by these presents:

**WHEREAS**, the Principal is about to submit, or has submitted to Douglas County, Georgia, a Proposal  
for furnishing materials, labor and equipment for:

**Sidewalk Improvements  
Turner Middle School – Miller Street & Turner Drive,  
Douglas County, Georgia**

**WHEREAS**, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's  
check otherwise required to accompany this proposal.

**NOW, THEREFORE**, the conditions of this obligation are such that if the Proposal be accepted, the  
Principal shall within fifteen (15) days after receipt of notification of the acceptance, execute a Contract  
in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and  
manner required by Douglas County, Georgia, and **execute a sufficient and satisfactory Certificate  
of Liability Insurance, Performance Bond and Payment Bond payable to Douglas County, Georgia.  
The Performance Bond shall be 100% of the total Contract Price, and the Payment Bond shall be  
110% of the total Contract Price,** in form and with security satisfactory to said Douglas County, Georgia,  
and otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the  
Principal to comply with any or all of the foregoing requirements within the time specified above,  
immediately pay to Douglas County, Georgia, upon demand, the amount hereof in good and lawful money  
of the United States of America, not as a penalty, but as liquidated damages.

**IN TESTIMONY THEREOF**, the Principal and Surety have caused these presents to be duly signed  
and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal (SEAL) Surety (SEAL)

By: \_\_\_\_\_ By: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Telephone No: \_\_\_\_\_

INSURANCE REQUIREMENTS

Prior to execution of the Contract, and at all times that the Contract is in force, the Contractor shall obtain, maintain and furnish the County Certificates of Insurance from licensed companies doing business in the State of Georgia and an A.M. Best Rating A-6 or higher and acceptable to the County covering:

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability
    - Bodily Injury by Accident - \$500,000 Each Accident
    - Bodily Injury by Disease - \$500,000 Policy Limit
    - Bodily Injury by Disease - \$500,000 Each Employee
  
2. Comprehensive General Liability Insurance
  - (a) \$1,000,000 Limit of Liability per Occurrence for Bodily Injury and Property Damage
  - (b) Owner's and Contractor's Protective
  - (c) Blanket Contractual Liability
  - (d) Blanket "X", "C" and "U"
  - (e) Products/Completed Operations Insurance
  - (f) Broad Form Property Damage
  - (g) Personal Injury Coverage
  
3. Automobile Liability
  - (a) \$1,000,000 Limit of Liability per Occurrence for Bodily Injury and Property Damage
  - (b) Comprehensive Form covering all Owned, Non-owned and Hired Vehicles
  
4. Umbrella Liability Insurance
  - (a) 4,000,000 Limit of Liability
  - (b) Coverage at least as Broad as Primary Coverage as outlined under Items 1, 2, 3 above

5. Douglas County Board of Commissioners (DCBC), its subcontractors and affiliated companies, its officers, directors and employees shall be named on the Certificates of Insurance as Additional Insureds and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability Insurance maintained pursuant to this Contract in connection with liability of Douglas County, arising out of Contractor's operations. Copies of the endorsements shall be furnished the County prior to execution of the Contract. Such insurance is Primary Insurance and shall contain a Severability of Interest clause as respects to each Insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the County. Any separate insurance maintained in force by the Additional Insureds named above shall not contribute to the insurance extended by Contractor's Insurer(s) under this Additional Insured Provision.

**Certificate Holder Should Read: Douglas County Board of Commissioners**

**Sidewalk Improvements for Turner Middle School – Miller Street & Turner Drive,  
Douglas County, Georgia**

**Agent:** \_\_\_\_\_ **Telephone No.** \_\_\_\_\_

**Address:** \_\_\_\_\_

CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the forgoing Proposal; that \_\_\_\_\_, who signed Proposal on behalf of the Contractor, was then (title) \_\_\_\_\_ of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers, that said Corporation is organized under the laws of the State of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Telephone No)

**LIST OF SUBCONTRACTORS**

I do \_\_\_\_\_, do not \_\_\_\_\_, Propose to subcontract some of the work on this project.

I propose to subcontract work to the following subcontractors:

**NAME AND ADDRESS**

**TYPE OF WORK**

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Contractor Printed Name: \_\_\_\_\_ Signed: \_\_\_\_\_

**GENERAL NOTES**

1. All references in this document, which includes all papers, writings, documents, drawings, or photographs used or to be used, in connection with this document, to the State Highway Department of Georgia, State Highway Department, Georgia State Highway Department, Highway Department, or Department when the context thereof means the State Highway Department of Georgia, and shall be deemed to mean, the Department of Transportation.
2. The data, together with all other information shown on the plans, or in any way indicated thereby, whether by drawings or notes, or in any other manner, are based upon field investigations and are believed to be indicative of actual conditions. However, the same are shown as information only, are not guaranteed and do not bind the Department of Transportation in any way. The attention of the bidder is specifically directed to Sections 102.04, 102.05, 102.06 and 104.03 of the Specifications – current edition.
3. Project work shall be in accordance with the stipulations, requirements and supplementary project specifications in this **“Miller Street and Turner Drive Sidewalk” prepared by Southeastern Engineering, Inc., dated 03/13/2020.**
4. **CONTRACTOR/SUBCONTRACTOR AFFIDAVITS:** On this project, the successful Contractor and each of his Subcontractors shall be required to fill in and sign a copy of the appropriate respective affidavit. The signed affidavits are to be submitted as a part of the Contract and are required before a Notice to Proceed (NTP) will be issued.
5. **NOTICE TO PROCEED (NTP):** On this project, the NTP will be issued upon correct and fully executed Contract Documents between the Successful Bidder and the County and upon approval of a Purchase Order in the contract amount.
6. The Contractor shall have on The Work at all times, as his agent, a competent Superintendent capable of reading and thoroughly understanding the Plans and Specifications, and thoroughly experienced in the type of work being performed who shall receive instructions from the Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the Engineer without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished, irrespective of the amount of work sublet.

The Superintendent shall notify the Engineer prior to starting any Pay Item Work. The Prime Contractor shall coordinate and be responsible to the Engineer for all activities of subcontractors.

GENERAL NOTES continued..

7. The Contractor shall fax or email a copy of all required test results to Douglas County Department of Transportation as soon as they are available. Fax number is 770-920-4933, ATTN: Project Manager.
8. **SURETIES:** Douglas County only accepts payment and performance bonds from sureties listed on the US Treasury list of approved sureties.
9. **ASPHALT CEMENT PRICE ADJUSTMENT:** For this contract, no price adjustment shall be considered.
10. The Contractor shall furnish advance-warning signs and shall have warning signs at all roads and streets that intersect this road while work is in progress. The signs shall be in accordance with Section 150 of the Special Provisions of the GDOT Standard. **This work will not be paid for separately but shall be included in the Bid Price for Item 150, Traffic Control.**
11. In preparation of the work on or along the roadway, the contractor shall place all necessary warning signs and construction barriers to secure the work area so the work can be done in a safe manner. **This will not be paid for separately but shall be included in the Overall Bid Price.**
12. The Contractor's attention is directed to Section 149 of the Specifications – current edition–Construction Layout. The Contractor shall provide the necessary construction layout. **This will not be paid for separately. Cost for this work shall be included in the overall bid price.**
13. **REMOVAL of MISCELLANEOUS ROADWAY ITEMS:** The removal and disposal of Miscellaneous Roadway items, including, but not limited to, Wingwalls, pipe, curbs, pavement, edge preparation grass, weeds, soils, and debris, unacceptable materials, and abandoned obstructions shall become the property and responsibility of the Contractor. Any Miscellaneous Roadway Items to be disposed of shall be done so off the project and in a manner so as to comply with applicable laws. **This work and any item to be removed that is not identified as a pay item shall not be paid for separately but shall be included in the Overall Bid Price.**
14. **REPAIR of MINOR DEFECTS:** Potholes and broken areas caused by the work shall be patched and compacted as directed by the Engineer. Disposal of debris and material is the responsibility of the Contractor and shall be disposed of offsite in accordance with applicable laws. Except as items are included in the Detailed Estimate/Bid Form, The Contractor shall replace all pavement markings within the project limits in accordance with Section 150 of the Georgia Department of Transportation Standard Specifications, Construction of Transportation System, 2013 Edition, as amended. **This work will not be measured for separate payment but shall be included in the Lump Sum Bid Price for Item 150 – Traffic Control.**

**GENERAL NOTES continued . .**

**15. LIQUIDATED DAMAGES:** Liquidated damages on this project shall be assessed in accordance with Department of Transportation, State of Georgia Supplemental

Specification Section 108-Prosecution and Progress Sub-Section 108-08 in the latest edition.

**16. INSPECTION AND ACCEPTANCE:** Upon proper written notice from the contractor of presumptive completion of the entire project, the Engineer will make an inspection. If all construction provided for and contemplated by the Contract is found completed to his/her satisfaction, that inspection shall constitute the Final Inspection and the Engineer will make the final Acceptance and notify the Contractor, in writing, of this Acceptance as of the date of the Final Inspection. If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of the same and the contractor shall immediately comply with and execute such instructions. Corrections (Punch List Items) are considered a part of the original bid and will not be considered for additional compensation.

**17. INTEFERENCE WITH TRAFFIC:** No lane closures or interference with traffic beyond the project limits will be allowed unless approved by the Engineer. Any request for variance to these restricted hours must be made in advance and approved by the Engineer. Nighttime or weekend will not be allowed. The Department further reserves the right to restrict construction operations at any time, when, in the opinion of the Engineer, the continuance of the work would seriously hinder traffic flow, be needlessly disruptive or unnecessarily inconvenience the traveling or general public.

**18. Utility adjustments,** i.e. manholes, water valves, gas valves, etc. that are required by the scope of work are to be adjusted by the contractor or if the utility company requires their own forces to do the work the cost shall be paid for by the contractor. Utility coordination is required between the Contractor and the Utility owner. This will not be paid for separately. Cost for this work shall be included in the overall bid price.

**19. Payment** for work satisfactorily completed will be made on a monthly basis for work performed the previous month. The Contractor shall submit a certified, line item, pay request detailing the quantities for which payment is being requested. Each request for payment must be accompanied by a certified statement that all materials and workmanship incorporated into the work, for which the pay request represents, is in accordance with all required Douglas County and or GDOT Specifications

**20. DBE PARTICIPATION GOAL**

There is a minimum **15% DBE** participation goal required on this contract. This goal is not to be considered as a fixed quota, set aside or preference. The DBE goal can be met by prime contracting, sub-contracting, joint-venture or mentor/ protégé relationship as may be allowed by Georgia Department of Transportation requirements.

**APPENDIX A**

**Detailed Estimate/BID FORM**

**Solicitation No. 20-012**

**Sidewalk Improvements for Turner Middle School – Miller Street & Turner Drive,  
Douglas County, Georgia**

# APPENDIX A

## Sidewalk Improvements for Turner Middle School – Miller Street & Turner Drive Bid Schedule

Sheet 1 of 4

Item No.	Item Description	Quantity	Units	Unit Price	Bid Amount
<b>ROADWAY ITEMS</b>					
150-1000	TRAFFIC CONTROL	LS	LS		
210-0100	GRADING COMPLETE	LS	LS		
310-5060	GR AGGR BASE CRS, 6 IN, INCL MATL	268	SY		
310-5680	GR AGGR BASE CRS, 8 IN, INCL MATL	720	SY		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	56	TN		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	72	TN		
413-0750	TACK COAT	93	GAL		
441-0016	DRIVEWAY CONCRETE, 6 IN	37	SY		
441-0104	CONC SIDEWALK, 4 IN	1049	SY		
441-0108	CONC SIDEWALK, 8 IN	116	SY		
441-4020	CONC VALLEY GUTTER, 6 IN THICK	37	SY		
441-5002	CONC HEADER CURB, 6 IN, TP 2	188	LF		
441-6216	CONC CURB & GUTTER, 8" X 24", TP 2	2608	LF		
500-3107	CLASS A CONC, RETAINING WALL	65	CY		
500-9999	CLASS B CONC, BASE OR PAVMT WIDENING	5	CY		
515-2020	GALV STEEL HANDRAIL, 2 IN , ROUND	360	LF		

**Sidewalk Improvements for Turner Middle School – Miller Street & Turner Drive  
Bid Schedule**

Item No.	Item Description	Quantity	Units	Unit Price	Bid Amount
<b>SIGNING &amp; MARKING ITEMS</b>					
610-9001	REM SIGN	5	EA		
611-5551	RESET SIGN	5	EA		
636-1033	HWY SIGNS, TP 1 MATL-REFL SHEETING, TP 9	34	SF		
636-1036	HWY SIGNS, TP 1 MATL-REFL SHEETING, TP 11	73	SF		
636-2070	GALV STEEL POSTS TP 7	164	LF		
652-0110	PAVEMENT MARKING, ARROW, TP1	1	EA		
652-0120	PAVEMENT MARKING, ARROW, TP2	2	EA		
653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	2398	LF		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	77	LF		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	1278	LF		
656-0080	REMOVE EXISTG SOLID TRAF STRIPE, 8 IN, THERMOPLASTIC	426	LF		

SOLICITATION NUMBER: 20-012  
DOUGLAS COUNTY, GEORGIA  
**Sidewalk Improvements for Turner Middle School – Miller Street & Turner Drive**  
**Bid Schedule**

Sheet 3 of 4

Item No.	Item Description	Quantity	Units	Unit Price	Bid Amount
<b>DRAINAGE ITEMS</b>					
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	306	LF		
550-4218	FLARED END SECTION 18 IN, STORM DRAIN	2	EA		
603-7000	PLASTIC FILTER FABRIC	33	SY		
600-0001	FLOWABLE FILL	2	CY		
611-8040	ADJUST DROP INLET TO GRADE	2	EA		
668-1100	CATCH BASIN, GP 1	6	EA		
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	5	EA		
668-2100	DROP INLET, GP 1	1	EA		
<b>TESTING ALLOWANCE</b>					
	ALLOWANCE FOR MATERIALS & FIELD TESTING	1	EA	10,000.00	10,000.00

SOLICITATION NUMBER: 20-012  
 DOUGLAS COUNTY, GEORGIA  
**Sidewalk Improvements for Turner Middle School – Miller Street & Turner Drive**  
**Bid Schedule**

Sheet 4 of 4

Item No.	Item Description	Quantity	Units	Unit Price	Bid Amount
<b>EROSION CONTROL ITEMS</b>					
163-0232	TEMPORARY GRASSING	3	AC		
163-0240	MULCH	9	TN		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAPS	8	EA		
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	1355	LF		
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	8	EA		
171-0010	TEMPORARY SILT FENCE, TYPE A	2710	LF		
700-6910	PERMANENT GRASSING	3	AC		
700-7000	AGRICULTURAL LIME	1	TN		
700-8000	FERTILIZER MIXED GRADE	1	TN		
700-8100	FERTILIZER NITROGEN CONTENT	45	LB		
700-9300	SOD, BERMUDA TIFTUF	2804	SY		
				<b>TOTAL BID:</b>	
CONTRACTOR: _____					
AUTHORIZED REPRESENTATIVE'S NAME: _____					
AUTHORIZED REPRESENTATIVE'S SIGNATURE: _____ Date: _____					

**SECTION II**

**AGREEMENT FOR CONSTRUCTION**

**CONTRACT DOCUMENTS**

**TABLE OF CONTENTS**

- A. OATH OF SUCCESSFUL BIDDER
- B. CONTRACT PERFORMANCE BOND
- C. PAYMENT BOND
- D. AGREEMENT
- E. INSURANCE REQUIREMENTS
- F. CONTRACTOR AFFIDAVIT
- G. SUBCONTRACTOR AFFIDAVITS
- H. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
- I. REFERENCES

**CONTRACT**  
**OATH OF SUCCESSFUL BIDDER**

Personally, appeared before the undersigned officer duly authorized by law to administer oaths and who, after being first duly sworn, depose and say that they are all the officers, agents, persons, or employees who have acted for or represented  
(Company Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(Telephone No.) \_\_\_\_\_, in bidding or procuring a Contract with  
DOUGLAS County, Georgia on the following project(s):

**Sidewalk Improvements for Turner Middle School – Miller Street & Turner Drive,  
Douglas County, Georgia**

And that said (has/have) not by (himself/themselves) or through any persons, officers, agents or employees prevented or attempted to prevent by any means whatsoever competition in such bidding; or by any means whatsoever prevented or endeavored to prevent anyone from making a bid therefore, or induced or attempted to induce another to withdraw a bid for said work.

By: \_\_\_\_\_  
(Signature of Bidder)  
\_\_\_\_\_  
(Name Printed)  
\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2020.

NOTARY PUBLIC  
(SEAL)

DOUGLAS COUNTY, GEORGIA

**CONTRACT PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS, THAT WE**

\_\_\_\_\_ (hereinafter called the Principal)

and \_\_\_\_\_  
(hereinafter called the Surety) are held and firmly bound unto Douglas County, Georgia, (hereinafter known as the Owner), for the use of said obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the full and just sum of \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_) lawful money of the United States of America, to be paid to said Owner, its successors, and assigns to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above bound Principal has entered into a Contract or Contracts with the said Owner, bearing the date of \_\_\_\_\_, 2020, for furnishing material, labor and equipment for:

**Sidewalk Improvements for Turner Middle School – Miller Street & Turner Drive,  
Douglas County, Georgia**

**WHEREAS**, it was one of the conditions of the Award by said Owner pursuant to which said Contract was entered into, that these presents shall be executed.

**NOW THEREFORE**, the conditions of this obligation are such that if the above bound Principal shall in all respects fully comply with the terms and conditions of said Contract, and his obligation thereunder, including the Specifications and Proposal, therein referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided for, and including one-year guarantee period from date of Final Acceptance, and shall indemnify and save harmless the Owner against and from all costs, expenses, damages, injury or loss, to which the said Owner may be subjected by reason of any wrongdoing, misconduct, want of care of skill, negligence or default, including patent infringement, on part of said Principal, his agents or employees, in the execution or performance of said Contract, and shall promptly pay all just claims for damages or injury to property and for all Work done, or skills, tools and machinery, supplies, labor, and materials furnished and debts incurred by said Principal in or about the construction or improvement contracted for this obligation to be void; otherwise, in full force and effect.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extensions of time, alterations, or additions to the terms of the Contract or to

**CONTRACT PERFORMANCE BOND**

the Work to be performed thereunder or the Specifications accompanying same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the Work or to the Specifications.

This Bond shall be for the use of all persons doing work or furnishing skill, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the provisions of the Official Code of the State of Georgia, as amended, and is intended to be and shall be construed to be a Bond in compliance with the requirements thereof.

The life of this Bond extends through the Life of the Contract, including the sixty-day maintenance period, and until one year after the Final Acceptance of the Work by the Owner.

**IN TESTIMONY THEREOF**, the Principal and Surety have caused these presents to be duly signed and sealed in quadruplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CONTRACTOR**

(Company Name)

**Attest:** \_\_\_\_\_ **By:** \_\_\_\_\_ **(SEAL)**

**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**SURETY**

(Company Name)

**Attest:** \_\_\_\_\_ **By:** \_\_\_\_\_ **(SEAL)**

**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

\_\_\_\_\_  
(Local Agent's Signature)

\_\_\_\_\_  
(Name Printed or Typed)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone No.)

Executed in Quadruplicate



**PAYMENT BOND**

**IN WITNESS WHEREOF**, the Principal and Surety have caused these presents to be duly signed and sealed in quadruplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**CONTRACTOR**

(Company Name)

**Attest:** \_\_\_\_\_ **By:** \_\_\_\_\_ **(SEAL)**

**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**SURETY**

(Company Name)

**Attest:** \_\_\_\_\_ **By:** \_\_\_\_\_ **(SEAL)**

**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

\_\_\_\_\_  
(Local Agent's Signature)

\_\_\_\_\_  
(Name Printed or Typed)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone No.)

Executed in Quadruplicate

**AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between DOUGLAS County, Georgia, (Party of the First Part, hereinafter called the County) and \_\_\_\_\_, (Party of the Second Part, hereinafter called the Contractor).

**WITNESSETH:** That the said Contractor has agreed, and by these presents does agree with the said County, for and in consideration of \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_) and other good and valuable consideration, and under the penalty expressed in Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and substantial and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the base bid Proposal made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, and this Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Proposal entitled:

**Sidewalk Improvements for Turner Middle School – Miller Street & Turner Drive, Douglas County, Georgia**

The Contractor shall commence the Work with adequate forces and equipment within ten (10) days from receipt of Notice to Proceed from the County and shall complete the Work on or before **120 (ONE HUNDRED TWENTY) CALENDAR DAYS FROM NOTICE TO PROCEED DATE.**

**Liquidated Damages** for this project shall be as set forth in Section 108.08 per calendar day past this date, in accordance with Section 108.08, 2013 Edition of the Georgia Department of Transportation Standard Specifications Construction of Transportation Systems, the 2016 GDOT Supplemental Specifications.

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the Surety or Sureties upon such Bonds to be unsatisfactory, of, if, for any reason, such Bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five (5) days after receipt of Notice from the County so to do, furnish an additional Bond or Bonds in such form and amount, and with such Surety or Sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due

## AGREEMENT

under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to, or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this Contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers, or by the County, and the Contractor shall indemnify and hold harmless the County against any and all loss and/or expense which they or either of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of the County (except that the County shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged or record any judgment which may be rendered against the County arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify the County from any and all claims, expense, loss, damages, or injury; and the County in its discretion, may require the Contractor to furnish a Surety Bond satisfactory to the County providing for such protection and indemnity, which Bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

The Contractor, at all times that this Contract is in force, agrees to provide, as a minimum, insurance coverage in accordance with the attached Insurance Requirements. The County shall be named on the Certificate of Insurance as Additional Insured's and endorsed on the Policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability Insurance maintained pursuant to this Contract in connection with liability of the County arising out of Contractor's operations. Copies of the endorsements shall be furnished to the County prior to the execution of the Contract. Such insurance is primary insurance and shall contain a Severability of Interest Clause as respects each insured. Such policies shall be non-cancellable except on thirty (30) days written notice to the County. Any separate insurance maintained in force by the Additional Insured's named above shall not contribute to the insurance extended by Contractor's insurer(s) under this Additional Insured provision.

**AGREEMENT**

The Contract executed in quadruplicate, constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing.

**IN WITNESS WHEREOF**, The Parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**DOUGLAS COUNTY, GEORGIA**

Attest: \_\_\_\_\_  
County Clerk  
DOUGLAS COUNTY

By: \_\_\_\_\_ (SEAL)  
Chairman  
DOUGLAS COUNTY BOARD OF COMMISSIONERS

**CONTRACTOR**

Attest: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_  
Attorney  
DOUGLAS COUNTY, GEORGIA

**INSURANCE REQUIREMENTS**

Prior to execution of the Contract, and at all times that the Contract is in force, the Contractor shall obtain, maintain and furnish the County Certificates of Insurance from licensed companies doing business in the State of Georgia and an A.M. Best Rating A-6 or higher and acceptable to the County covering:

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability
    - Bodily Injury by Accident - \$500,000 Each Accident
    - Bodily Injury by Disease - \$500,000 Policy Limit
    - Bodily Injury by Disease - \$500,000 Each Employee
  
2. Comprehensive General Liability Insurance
  - (a) \$1,000,000 Limit of Liability per Occurrence for Bodily Injury and Property Damage
  - (b) Owner's and Contractor's Protective
  - (c) Blanket Contractual Liability
  - (d) Blanket "X", "C" and "U"
  - (e) Products/Completed Operations Insurance
  - (f) Broad Form Property Damage
  - (g) Personal Injury Coverage
  
3. Automobile Liability
  - (a) \$1,000,000 Limit of Liability per Occurrence for Bodily Injury and Property Damage
  - (b) Comprehensive Form covering All Owned, Non-owned and Hired Vehicles
  
4. Umbrella Liability Insurance
  - (a) \$4,000,000 Limit of Liability
  - (b) Coverage at least as Broad as Primary Coverage as outlined under Items 1, 2 and 3 above
  
5. Douglas County Board of Commissioners (DCBC), its subcontractors and affiliated companies, its officers, directors and employees shall be named on the Certificates of Insurance as Additional Insureds and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability Insurance maintained pursuant to this Contract in connection with liability of Douglas County, arising out of Contractor's operations. Copies of the endorsements shall be furnished the County prior to execution of the Contract. Such insurance is Primary Insurance and shall contain a Severability of Interest clause as respects to each Insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the County. Any separate insurance maintained in force by the Additional Insureds named above shall not contribute to the insurance extended by Contractor's Insurer(s) under this Additional Insured Provision.

**Certificate Holder Should Read: Douglas County Board of Commissioners**

**Sidewalk Improvements for Turner Middle School – Miller Street & Turner Drive,  
Douglas County, Georgia**

**Agent:** \_\_\_\_\_ **Telephone No.** \_\_\_\_\_

**Address:** \_\_\_\_\_

## CONTRACTOR AFFIDAVIT AND AGREEMENT

(Contractor, Please Fill This Out For This Contract)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Douglas County, Georgia has registered with and is participating in a federal work authorization program\* (i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Douglas County, Georgia, contractor shall secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Douglas County, Georgia at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
(Contractor Name)

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
\*As of July 1, 2007, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

STATE OF GEORGIA  
COUNTY OF DOUGLAS

**SUBCONTRACTOR AFFIDAVIT**

(Contractor, Please Have Your Subcontractor Fill This Out for This Contract)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Douglas County, Georgia has registered with and is participating in a federal work authorization program\* (i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
(Subcontractor Name)

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\*As of July 1, 2007, O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

STATE OF GEORGIA  
COUNTY OF DOUGLAS

**SUBCONTRACTOR AFFIDAVIT**

(Contractor, Please Have Your Subcontractor Fill This Out for This Contract)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Douglas County, Georgia has registered with and is participating in a federal work authorization program\* (i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
(Subcontractor Name)

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\*As of July 1, 2007 O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

STATE OF GEORGIA  
COUNTY OF DOUGLAS

**SUBCONTRACTOR AFFIDAVIT**

(Contractor, Please Have Your Subcontractor Fill This Out For This Contract)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Douglas County, Georgia has registered with and is participating in a federal work authorization program\* (i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
(Subcontractor Name)

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
\*As of July 1, 2007 O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

STATE OF GEORGIA  
COUNTY OF DOUGLAS

**SUBCONTRACTOR AFFIDAVIT**

(Contractor, Please Have Your Subcontractor Fill This Out For This Contract)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Douglas County, Georgia has registered with and is participating in a federal work authorization program\* (i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
(Subcontractor Name)

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
\*As of July 1, 2007 O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

STATE OF GEORGIA  
COUNTY OF DOUGLAS

**SUBCONTRACTOR AFFIDAVIT**

(Contractor, Please Have Your Subcontractor Fill This Out For This Contract)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Douglas County, Georgia has registered with and is participating in a federal work authorization program\* (i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
(Subcontractor Name)

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
\*As of July 1, 2007 O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SOLICITATION NUMBER: 20-012  
DOUGLAS COUNTY, GEORGIA

The Disadvantaged Business Enterprise Program (DBE) ensures that contracts are made available to small business owned and controlled by socially economically disadvantaged individuals. The Douglas County Board of Commissioners has adopted the regulation governing DBEs subject to the requirements of Title 49, Code of Federal Regulations, Part 26. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Douglas County's overall goal for DBE participation is fifteen (15) percent for all awards valued at \$250,001.00 or greater on the following: all construction projects, capital projects, DOT projects, property maintenance contracts, and all other bids where the Director of Purchasing deems same applicable. For awards valued \$50,000.00 up to \$250,000.00, vendors are required to use "Best Efforts" to meet the fifteen (15) percent DBE goal.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Douglas County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following information to be submitted concurrent with and accompanying sealed bid the following:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above as a matter of responsiveness with initial proposals (see 49 CFR 26.53(3)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Douglas County.

In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify Douglas County whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Douglas County.

**Disadvantaged Business Enterprise (DBE)**

**Subcontractor Proposal Form**

**\*\*This Form to be completed by DBE Firms Committed to work on the Project\*\***

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. Prime contractor should have its DBE subcontractors complete this form and include all completed forms with the DBE submission packet when due as per the solicitation.

DBE Subcontractor Name		Project Name	
Bid/ Proposal No.	Point of Contact	DBE Certification Number:	
		Current DBE Certification Expiration Date:	
Address			
Telephone No.		Email Address	
Prime Contractor Name			

<b>Work Category (i.e., plumbing, electrical, etc.)</b>	<b>Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment, or Supplies</b>	<b>Will any of this work go to lower tier subs?</b>	<b>Price of Work Submitted to the Prime Contractor</b>

**I certify that the forgoing statements are true and correct.**

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>



DBE GOOD FAITH EFFORT DOCUMENTATION

In accordance with 49 CFR 26.53, a contract must be awarded to bidders/offerors that meet the goal or make adequate good faith efforts (GFE) to meet the goal. A determination of GFE must be documented. If you fail to meet the DBE Participation Goal stated in the Bid Solicitation, you must complete this form. Further, documentation of GFE must include copies of each DBE **AND** non-DBE subcontractor quotes submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract. This information is subject to verification.

WORK TYPE	DESCRIPTION OF WORK, SERVICE OR MATERIAL			DBE FIRM NAME
Contact Name	Contact Date	List Contact Method (phone no, email, etc.)	Contact Results	Bid Amount
Comments:				

WORK TYPE	DESCRIPTION OF WORK, SERVICE OR MATERIAL			DBE FIRM NAME
Contact Name	Contact Date	List Contact Method (phone no, email, etc.)	Contact Results	Bid Amount
Comments:				

WORK TYPE	DESCRIPTION OF WORK, SERVICE OR MATERIAL			DBE FIRM NAME
Contact Name	Contact Date	List Contact Method (phone no, email, etc.)	Contact Results	Bid Amount
Comments:				

**Business References**

Submit reference information for similar projects. This list shall include customers' names, addresses, and a current contact with phone number.

**References**

**Please provide three (3) customer references**

1. Contact Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

2. Contact Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

3. Contact Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**SECTION III**

**GENERAL CONDITIONS**

**SPECIAL REQUIREMENTS**

**SUPPLEMENTARY SPECIFICATIONS**

## GENERAL CONDITIONS

The work to be done under this Contract consists of, but is not limited to, furnishing all labor, equipment and materials required for construction of the **Sidewalk Improvements for Turner Middle School – Miller Street & Turner Drive** which includes construction of sidewalks, curb & gutter as required, installation of a flashing beacon, crosswalk, some drainage improvements, striping paving and associated improvements.

The work shall be per design as shown on a set of plans entitled “Miller Street and Turner Drive Sidewalk” prepared by Southeastern Engineering, Inc., dated 03/10/2020.

### **SPECIAL REQUIREMENTS**

1. All testing required for the various elements of the project shall be performed by an independent testing firm. The cost associated with testing shall be paid for by the contractor out of the CASH ALLOWANCE item No. 631-8000 in the bid schedule. The county will select a testing firm from a list submitted by the contractor. The selected firm will work under the auspices of the county and provide the test results to the county and the contractor. Payment for the testing services required by the project shall be made from the CASH ALLOWANCE item in the bid. The contractor shall include an allowance of \$10,000 for this item in his bid. Any re-testing required by failure of the first test sample shall be at the contractor's expense and will not be covered under this item. Cost of re-testing for failed test shall be included in the overall bid for the various items.
2. It is imperative that the concrete work be completed while school is out this summer to minimize disruption to school activities.
3. No part of the paved road may be blocked or travel lanes restricted prior to 9 AM or after 4 PM during school days.

## SUPPLEMENTARY SPECIFICATIONS

### 1.01 LOCATION

- A. The work described by the Specifications is located in Douglas and Paulding Counties, Georgia. The location of the various components is shown on the drawings entitled “**Miller Street and Turner Drive Sidewalk**” prepared by **Southeastern Engineering, Inc.**, dated 03/13/2020. Unless otherwise stipulated herein, all work shall conform to the current edition of the Georgia DOT Standard Specifications for Construction of Transportation Systems as amended.

### 1.02 WORK INCLUDED

- A. The work to be done under this Contract consists of, but is not limited to, furnishing all labor, equipment and materials required for construction of the “Sidewalk Improvements for Turner Middle School – Miller Street & Turner Drive” which includes addition of sidewalks, rapid flashing beacon, some drainage improvements, crosswalks, striping and other associated improvements.
- B. All work shall be in accordance with the applicable GDOT, Douglas County and Douglasville-Douglas County Water Sewer Authority requirements.

All work shall be performed according to the requirements of the construction drawings entitled “Miller Street and Turner Drive Sidewalk” prepared by Southeastern Engineering, Inc., dated 03/13/2020 and the current GDOT specifications, unless otherwise stipulated herein.

### 1.03 WORK COORDINATION

- A. The Contractor shall coordinate his work with third parties (such as public utilities including WSA) in areas where such parties may have rights to underground property or facilities, and if necessary request maps or other descriptive information as to the nature and location of such underground facilities or property.
- B. The Contractor shall also coordinate his work with owners of private and public property where access is required for the performance of the work. All work shall be performed within the road right of way or within easements or access rights acquired in connection with this project. Access to adjoining properties shall be kept open at all times.

#### 1.04 CONDITIONS AT THE SITES

- A. The Contractor shall make all necessary investigations to determine the existence and location of underground utilities.
- B. The Contractor will be held responsible for any damage to and for maintenance and protection of existing utilities and structures.
- C. Nothing in these Contract Documents or associated Drawings shall be construed as a guarantee that such utilities are in the location indicated or that they actually exist, or that other utilities are not within the area of the operations.

#### 1.05 QUANTITIES

- A. The Owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased. Payment for such increased or decreased quantity will be made in accordance with the Instructions to Bidders. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

END OF SECTION

## 1.06 Earthwork

### A. Earth Excavation

1. No separate payment will be made for earth excavation. The cost of such work and all costs incidental thereto shall be included in the price bid for the grading complete item in the bid.
1. No separate payment will be made for providing sheeting, bracing and timbering.

### B. Rock Excavation

1. If Rock excavation is necessary, upon approval by the county, it will be subject to a supplemental agreement. The cost of rock excavation shall not exceed the current GDOT item means plus 10%. If additional costs are anticipated by the bidder above 10% above the current GDOT item means, such cost shall be included by the bidder in the unit price bid for the various pertinent items.
2. Payment will be made for approved measured quantity of rock excavated, at the GDOT unit means price per cubic yard. The unit price for rock excavation shall include the cost of rock excavation, the cost of disposing of rock, the cost of providing sufficient and suitable fill material and all costs incidental thereto. The allowable volume of rock excavation for payment, unless otherwise authorized by the Engineer, shall be based on the measurements described below. No allowance shall be made for excavation beyond the required dimensions.
3. Horizontal measurement shall be to the actual dimension of the excavation, but not exceeding one foot beyond the outer surface of the structure or a minimum of two feet from a wall.
4. Depth measurement shall be made from the original top of rock to the bottom of the structure or ditch as specified, or to the bottom of the rock, whichever has the higher elevation.
5. The Engineer must be given reasonable notice to measure all rock.

C. Foundation Excavation

1. Costs for undercutting, foundation preparation, and removal and replacement of unsuitable material where shown on the Drawings or specified, shall be included in the appropriate lump sum bid.
2. Where ordered by the Engineer, undercutting of rock and replacement with crushed stone will be paid for at the unit price bid for rock excavation. The quantity shall equal one foot of depth over the horizontal dimensions authorized by the Engineer.
3. No separate payment will be made for concrete backfill of trenches beneath structures. The cost of this work and all costs incidental thereto shall be included in the price bid for the item to which the work pertains.
4. Additional costs of corrective work, made necessary by unauthorized excavation of earth or rock, shall be borne by the Contractor.

D. Dewatering: No separate payment will be made for dewatering required to accomplish the work.

E. Backfilling: No separate payment will be made for backfilling or excavation, hauling and placement of borrow material. The cost of all such work and all costs incidental thereto shall be included in the unit price bid for the item to which the work pertains.

END OF SECTION

**Section 01060  
Regulatory Requirements**

**Part 1 General**

**1.01 Scope**

- A. Permits and Responsibilities: The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, including but not limited to, building permits, electrical permits and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the Work.
- B. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others.
- C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the Work.
- D. All work shall be completed in compliance with applicable GDOT, Douglas County and Douglasville - Douglas County Water Sewer Authority rules and regulations

END OF SECTION

**Section 01410**  
**Testing Laboratory Services**

**Part 1 General**

**1.01 Scope**

- A. This Section includes testing required by the GDOT specifications or which the Owner may require, beyond that testing required of the manufacturer, to determine if materials provided for the Project meet the requirements of these Specifications.
- B. This work also includes all testing required by the Owner to verify work performed by the Contractor is in accordance with the requirements of these Specifications, i.e., concrete strength and slump testing, soil compaction, etc.
- C. This work does not include materials testing required in various Sections of these Specifications to be performed by the manufacturer, e.g., testing of pipe.
- D. The testing laboratory or laboratories will be selected by the Owner. The testing laboratory or laboratories will work for the Owner.

**1.02 Payment for Testing Services**

- A. The cost of testing services required by the Contract to be provided by the Contractor shall be paid for by the Owner through the CASH ALLOWANCE, i.e., concrete testing, soil compaction, and asphalt testing provided for in the bid schedule.
- B. The cost of additional testing services not specifically required in the Specifications, but requested by the Owner, shall be paid for by the Owner through the CASH ALLOWANCE.
- C. The cost of material testing described in the GDOT specifications or in various Sections of these Specifications or as required in referenced standards to be provided by a material manufacturer, shall be included in the price bid for that item and shall not be paid for by the Owner.
- D. The cost of retesting any item that fails to meet the requirements of these Specifications shall be paid for by the Contractor. Re-testing shall be performed by the same testing laboratory working for the Owner under the CASH ALLOWANCE in this Section, however, the

cost of re-testing shall be borne by the contractor.

**1.03 Laboratory Duties**

- A. Cooperate with the Owner and Contractor.
- B. Provide qualified personnel promptly on notice.
- C. Perform specified inspections, sampling and testing of materials.
  - 1. Comply with specified standards, ASTM, GDOT specification, other recognized authorities, and as specified.
  - 2. Ascertain compliance with requirements of the Contract Documents.

END OF SECTION

**01410 - 2**  
**Testing Laboratory Services**

- D. Promptly notify the Owner and Contractor of irregularity or deficiency of work which are observed during performance of services.
  
- E. Promptly submit three copies (two copies to the Owner and one copy to the Contractor) of report of inspections and tests in addition to those additional copies required by the Contractor with the following information included:
  - 1. Date issued
  - 2. Project title and number
  - 3. Testing laboratory name and address
  - 4. Name and signature of inspector
  - 5. Date of inspection or sampling
  - 6. Record of temperature and weather
  - 7. Date of test
  - 8. Identification of product and Specification Section
  - 9. Location of Project
  - 10. Type of inspection or test
  - 11. Results of test

Observations regarding compliance with the Contract Documents
  
- F. Perform additional services as required.
  
- G. The laboratory is not authorized to release, revoke, alter or enlarge on requirements of the Contract Documents, or approve or accept any portion of the Work.

**1.04 Contractor Responsibilities**

- A. Cooperate with laboratory personnel, provide access to

Work and/or manufacturer's requirements.

- B. Provide to the laboratory, representative samples, in required quantities, of materials to be tested.
- C. Furnish copies of mill test reports.
- D. Furnish required labor and facilities to:
  - 1. Provide access to Work to be tested;
  - 2. Obtain and handle samples at the site;
  - 3. Facilitate inspections and tests;
  - 4. Build or furnish a holding box for concrete cylinders or other samples as required by the laboratory.
- E. Notify the laboratory sufficiently in advance of operation to allow for the assignment of personnel and schedules of tests.
- F. Laboratory Tests: Where such inspection and testing are to be conducted by an independent laboratory agency, the sample(s) shall be selected by such laboratory or agency, or the Owner, and shipped to the laboratory by the Contractor at Contractor's expense.
- G. Copies of all correspondence between the Contractor and testing agencies shall be provided to the Owner and Engineer.

#### **1.05 Quality Assurance**

Testing shall be in accordance with all pertinent codes and regulations and with procedures and requirements of the American Society for Testing and Materials (ASTM).

#### **1.06 Product Handling**

Promptly process and distribute all required copies of test reports and related instructions to insure all necessary retesting or replacement of materials with the least possible delay in the progress of the Work.

**1.07 Furnishing Materials**

The Contractor shall be responsible for furnishing all materials necessary for testing.

**1.08 Code Compliance Testing**

Inspections and tests required by codes or ordinances or by a plan approval authority, and made by a legally constituted authority, shall be the responsibility of, and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

**1.09 Contractor's Convenience Testing**

Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

END OF SECTION

**01410 - 4**  
**Testing Laboratory Services**

**1.10 Schedules for Testing**

A. Establishing Schedule

1. The Contractor shall, by advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings, and make all arrangements for the testing laboratory to be on site to provide the required testing.
2. Provide all required time within the construction schedule.

B. When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.

C. When the testing laboratory is ready to test according to the determined schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra costs for testing attributable to the delay will be back-charged to the Contractor and shall not be borne by the Owner.

**1.11 Taking Specimens**

Unless otherwise provided in the Contract Documents, all specimens and samples for tests will be taken by the testing laboratory or the Owner.

**1.12 Transporting Samples**

The Contractor shall be responsible for transporting all samples, except those taken by testing laboratory personnel, to the testing laboratory.

END OF SECTION